

Seyfarth Shaw LLP  
Ellen E. McLaughlin (*Admitted Pro Hac Vice*)  
E-mail: emcloughlin@seyfarth.com  
Cheryl A. Luce (*Admitted Pro Hac Vice*)  
E-mail: cluce@seyfarth.com  
233 South Wacker Drive, Suite 8000  
Chicago, Illinois 60606-6448  
Telephone: (312) 460-5000  
Facsimile: (312) 460-7000

SEYFARTH SHAW LLP  
Kristen M. Peters (SBN 252296)  
E-mail: kmpeters@seyfarth.com  
2029 Century Park East, Suite 3500  
Los Angeles, California 90067-3021  
Telephone: (310) 277-7200  
Facsimile: (310) 201-5219

Attorneys for Defendant  
UNITED STATES SOCCER FEDERATION

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ALEX MORGAN, MEGAN RAPINOE,  
BECKY SAUERBRUNN, CARLI LLOYD,  
MORGAN BRIAN, JANE CAMPBELL,  
DANIELLE COLAPRICO, ABBY  
DAHLKEMPER, TIERNA DAVIDSON,  
CRYSTAL DUNN, JULIE ERTZ,  
ADRIANNA FRANCH, ASHLYN HARRIS,  
TOBIN HEATH, LINDSEY HORAN, ROSE  
LAVELLE, ALLIE LONG, MERRITT  
MATHIAS, JESSICA MCDONALD,  
SAMANTHA MEWIS, ALYSSA NAEHER,  
ELLEY O'HARA, CHRISTEN PRESS,  
MALLORY PUGH, CASEY SHORT,  
EMILY SONNETT, ANDI SULLIVAN  
AND MCCALL ZERBONI,

Plaintiffs,

v.

UNITED STATES SOCCER  
FEDERATION, INC.,

Defendant.

Case No. 2:19-cv-01717-RGK-AGR

**DEFENDANT UNITED STATES  
SOCCER FEDERATION'S  
ANSWER AND AFFIRMATIVE  
DEFENSES TO PLAINTIFF'S  
COMPLAINT**

Complaint Filed: : March 8, 2018

1 Defendant United States Soccer Federation, Inc. (“Defendant” or “U.S. Soccer”),  
2 pursuant to Federal Rules of Civil Procedure 8 and 12, submits the following Answer and  
3 Affirmative Defenses to Plaintiffs’ Complaint. U.S. Soccer intends no implied  
4 admissions, and unless an allegation is expressly admitted in this Answer, the allegation  
5 is denied.

### 6 **NATURE OF THE ACTION**

7 1. Answering paragraph 1, U.S. Soccer admits that it employs female soccer  
8 players who play on the United States Senior Women’s National Team (“USWNT”) and  
9 that it employs male soccer plays who play on the United States Senior Men’s National  
10 Team (“USMNT”). U.S. Soccer further admits that the USWNT and USMNT participate  
11 in separate international athletic competitions, and that the USWNT faces different  
12 international competition than the USMNT faces and has won world championships  
13 against other female soccer teams from other FIFA member associations. U.S. Soccer  
14 denies the remaining allegations in this paragraph and states that under applicable  
15 international rules, the players on the USMNT are forbidden from playing on the  
16 USWNT, that the USWNT and USMNT play at different times, in different locations,  
17 against different opponents, and are comprised of athletes who have different obligations,  
18 are compensated in fundamentally different ways, and enjoy different benefits; thus,  
19 USWNT players have no male “counterparts” who play for the USMNT.

20 2. Answering paragraph 2, U.S. Soccer admits that its mission is to promote  
21 and govern soccer in the United States in order to make it the preeminent sport  
22 recognized for excellence in participation, spectator appeal, international competitions,  
23 and gender equity. U.S. Soccer denies the remaining allegations in this paragraph and  
24 further states that it has been at the vanguard of supporting women’s soccer  
25 internationally and provides the USWNT with unparalleled compensation and benefits.

26 3. Answering paragraph 3, U.S. Soccer admits that Carlos Cordeiro is the  
27 current President of U.S. Soccer, has been a member of U.S. Soccer’s Board of Directors  
28 since 2007, and was Vice President of U.S. Soccer from 2016 to February 2018. U.S.

1 Soccer further admits that Cordeiro made statements during his 2017 campaign for  
2 president of U.S. Soccer in support of U.S. Soccer's core value of ensuring that all  
3 USWNT soccer players are treated fairly and equitably. Mr. Cordeiro's full quote is not  
4 about equal pay but about player development:

5           Player development at all levels has not received sufficient investment. Our  
6           women's teams should be respected and valued as much as our men's teams,  
7           but our female players have not been treated equally. We are missing  
8           opportunities to dramatically grow the game, especially among adults who  
9           play for a lifetime. Youth Soccer is too fragmented and "pay-to-play" is so  
10          expensive that, sadly, many young people cannot afford to participate in the  
11          sport they love.

12 U.S. Soccer denies the remaining allegations in this paragraph.

13          4.     Answering paragraph 4, U.S. Soccer admits that certain Plaintiffs are current  
14          members of the USWNT and employees of U.S. Soccer and that Plaintiffs allege  
15          violations of the Equal Pay Act, 29 U.S.C. § 206(d) *et seq.* ("EPA"), and Title VII of the  
16          Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.* ("Title VII"). U.S. Soccer further  
17          admits that Plaintiffs purport to bring their claims on a class and collective basis, but U.S.  
18          Soccer denies that this action meets the requirements for collective or class treatment.  
19          U.S. Soccer denies that Plaintiffs' EPA and Title VII claims have any merit whatsoever  
20          and deny the remaining allegations in this paragraph. U.S. Soccer further notes that other  
21          putative members of the class are not employees of U.S. Soccer and may never have been  
22          employees of U.S. Soccer.

23          5.     Answer paragraph 5, U.S. Soccer admits that Plaintiffs assert claims for  
24          relief under the EPA and Title VII. U.S. Soccer denies the remaining allegations in this  
25          paragraph.

## 26 **PARTIES**

27          6.     Answering paragraph 6, U.S. Soccer admits that Alex Morgan is employed  
28          by U.S. Soccer as a contracted member of the USWNT. Upon information and belief,

1 U.S. Soccer admits that Morgan resides in Maitland, Florida. U.S. Soccer lacks  
2 knowledge or information sufficient to form a belief as to the truth of the remaining  
3 allegations in this paragraph.

4 7. Answering paragraph 7, U.S. Soccer admits that Megan Rapinoe is  
5 employed by U.S. Soccer as a contracted member of the USWNT. Upon information and  
6 belief, U.S. Soccer admits that Rapinoe resides in Seattle, Washington. U.S. Soccer  
7 denies the remaining allegations in this paragraph.

8 8. Answering paragraph 8, U.S. Soccer admits that Becky Sauerbrunn is  
9 employed by U.S. Soccer as a contracted member of the USWNT. Upon information and  
10 belief, U.S. Soccer admits that Sauerbrunn resides in Portland, Oregon. U.S. Soccer  
11 denies the remaining allegations in this paragraph.

12 9. Answering paragraph 9, U.S. Soccer admits that Carli Lloyd is employed by  
13 U.S. Soccer as a contracted member of the USWNT. Upon information and belief, U.S.  
14 Soccer admits that Lloyd resides in Medford, New Jersey. U.S. Soccer denies the  
15 remaining allegations in this paragraph.

16 10. Answering paragraph 10, U.S. Soccer admits that Morgan Brian is employed  
17 by U.S. Soccer as a contracted member of the USWNT. Upon information and belief,  
18 U.S. Soccer admits that Brian resides in Chicago, Illinois. U.S. Soccer denies the  
19 remaining allegations in this paragraph.

20 11. Answering paragraph 11, U.S. Soccer admits that Jane Campbell is  
21 employed by National Women's Soccer League, LLC ("NWSL") and in the past was an  
22 allocated member of the USWNT. Upon information and belief, U.S. Soccer admits that  
23 Campbell resides in Houston, Texas. U.S. Soccer denies the remaining allegations in this  
24 paragraph.

25 12. Answering paragraph 12, U.S. Soccer admits that Danielle Colaprico is  
26 employed by NWSL and has been called into USWNT camps in the past. Upon  
27 information and belief, U.S. Soccer admits that Colaprico resides in Freehold, New  
28 Jersey. U.S. Soccer denies the remaining allegations in this paragraph.

1           13.     Answering paragraph 13, U.S. Soccer admits that Abby Dahlkemper is  
2 employed by U.S. Soccer as a contracted member of the USWNT. Upon information and  
3 belief, U.S. Soccer admits that Dahlkemper resides in Menlo Park, California. U.S.  
4 Soccer denies the remaining allegations in this paragraph.

5           14.     Answering paragraph 14, U.S. Soccer admits that Tierna Davidson is  
6 employed by NWSL and has been called into USWNT camps in the past. Upon  
7 information and belief, U.S. Soccer admits that Davidson resides in Menlo Park,  
8 California. U.S. Soccer denies the remaining allegations in this paragraph.

9           15.     Answering paragraph 15, U.S. Soccer admits that Crystal Dunn is employed  
10 by U.S. Soccer as a contracted member of the USWNT. Upon information and belief,  
11 U.S. Soccer admits that Dunn resides in Rockville Centre, New York. U.S. Soccer denies  
12 the remaining allegations in this paragraph.

13           16.     Answering paragraph 16, U.S. Soccer admits that Julie Ertz is employed by  
14 U.S. Soccer as a contracted member of the USWNT. Upon information and belief, U.S.  
15 Soccer admits that Ertz resides in Philadelphia, Pennsylvania. U.S. Soccer denies the  
16 remaining allegations in this paragraph.

17           17.     Answering paragraph 17, U.S. Soccer admits that Adrianna Franch is  
18 employed by U.S. Soccer as an allocated member of the USWNT. Upon information and  
19 belief, U.S. Soccer admits that Franch resides in Beaverton, Oregon. U.S. Soccer denies  
20 the remaining allegations in this paragraph.

21           18.     Answering paragraph 18, U.S. Soccer admits that Ashlyn Harris is employed  
22 by U.S. Soccer as a contracted member of the USWNT. Upon information and belief,  
23 U.S. Soccer admits that Harris resides in Altamonte Springs, Florida. U.S. Soccer denies  
24 the remaining allegations in this paragraph.

25           19.     Answering paragraph 19, U.S. Soccer admits that Tobin Heath is employed  
26 by U.S. Soccer as a contracted member of the USWNT. Upon information and belief,  
27 U.S. Soccer admits that Heath resides in Portland, Oregon. U.S. Soccer denies the  
28 remaining allegations in this paragraph.

1           20.     Answering paragraph 20, U.S. Soccer admits that Lindsey Horan is  
2 employed by U.S. Soccer as a contracted member of the USWNT. Upon information and  
3 belief, U.S. Soccer admits that Horan resides in Golden, Colorado. U.S. Soccer denies the  
4 remaining allegations in this paragraph.

5           21.     Answering paragraph 21, U.S. Soccer admits that Rose Lavelle is employed  
6 by U.S. Soccer as a contracted member of the USWNT. Upon information and belief,  
7 U.S. Soccer admits that Lavelle resides in Cincinnati, Ohio. U.S. Soccer denies the  
8 remaining allegations in this paragraph.

9           22.     Answering paragraph 22, U.S. Soccer admits that Allie Long is employed by  
10 U.S. Soccer as an allocated member of the USWNT. Upon information and belief, U.S.  
11 Soccer admits that Long resides in Tacoma, Washington. U.S. Soccer denies the  
12 remaining allegations in this paragraph.

13           23.     Answering paragraph 23, U.S. Soccer admits that Merritt Mathias is  
14 employed NWSL and has been called into USWNT camps in the past. Upon information  
15 and belief, U.S. Soccer admits that Mathias resides in Portland, Oregon. U.S. Soccer  
16 denies the remaining allegations in this paragraph.

17           24.     Answering paragraph 24, U.S. Soccer admits that Jessica McDonald is  
18 employed by NWSL and has been called into USWNT camps in the past. Upon  
19 information and belief, U.S. Soccer admits that McDonald resides in Chapel Hill, North  
20 Carolina. U.S. Soccer denies the remaining allegations in this paragraph.

21           25.     Answering paragraph 25, U.S. Soccer admits that Samantha Mewis is  
22 employed by U.S. Soccer as a contracted member of the USWNT. Upon information and  
23 belief, U.S. Soccer admits that Mewis resides in Dorchester, Massachusetts. U.S. Soccer  
24 denies the remaining allegations in this paragraph.

25           26.     Answering paragraph 26, U.S. Soccer admits that Alyssa Naeher is  
26 employed by U.S. Soccer as a contracted member of the USWNT. Upon information and  
27 belief, U.S. Soccer admits that Naeher resides in Charlotte, North Carolina. U.S. Soccer  
28 denies the remaining allegations in this paragraph.



1           27.     Answering paragraph 27, U.S. Soccer admits that Kelly O’Hara is employed  
2 by U.S. Soccer as a contracted member of the USWNT. Upon information and belief,  
3 U.S. Soccer admits that O’Hara resides in Atlanta, Georgia. U.S. Soccer denies the  
4 remaining allegations in this paragraph.

5           28.     Answering paragraph 28, U.S. Soccer admits that Christen Press is  
6 employed by U.S. Soccer as a contracted member of the USWNT. Upon information and  
7 belief, U.S. Soccer admits that Press resides in Palos Verdes, California. U.S. Soccer  
8 denies the remaining allegations in this paragraph.

9           29.     Answering paragraph 29, U.S. Soccer admits that Mallory Pugh is employed  
10 by U.S. Soccer as a contracted member of the USWNT. Upon information and belief,  
11 U.S. Soccer admits that Pugh resides in Highlands Ranch, Colorado. U.S. Soccer denies  
12 the remaining allegations in this paragraph.

13           30.     Answering paragraph 30, U.S. Soccer admits that Casey Short is employed  
14 by U.S. Soccer as an allocated member of the USWNT. Upon information and belief,  
15 U.S. Soccer admits that Short resides in Chicago, Illinois. U.S. Soccer denies the  
16 remaining allegations in this paragraph.

17           31.     Answering paragraph 31, U.S. Soccer admits that Emily Sonnett is  
18 employed by U.S. Soccer as a contracted member of the USWNT. Upon information and  
19 belief, U.S. Soccer admits that Sonnett resides in Marietta, Georgia. U.S. Soccer denies  
20 the remaining allegations in this paragraph.

21           32.     Answering paragraph 32, U.S. Soccer admits that Andi Sullivan is employed  
22 by NWSL and has been called into USWNT camps in the past. Upon information and  
23 belief, U.S. Soccer admits that Sullivan resides in Rockville, Maryland. U.S. Soccer  
24 denies the remaining allegations in this paragraph.

25           33.     Answering paragraph 33, U.S. Soccer admits that McCall Zerboni is  
26 employed by U.S. Soccer as an allocated member of the USWNT. Upon information and  
27 belief, U.S. Soccer admits that Zerboni resides in Raleigh, North Carolina. U.S. Soccer  
28

1 lacks knowledge or information sufficient to form a belief as to the truth of the remaining  
2 allegations in this paragraph.

3 34. Answering paragraph 34, U.S. Soccer admits that it is a not-for-profit  
4 organization organized under the laws of the State of New York and qualified under  
5 Section 501(c)(3). U.S. Soccer's corporate headquarters have been located at 1801 S.  
6 Prairie Avenue, Chicago, IL 60616 for over 20 years. U.S. Soccer further admits that  
7 U.S. Soccer employs certain members of the USWNT and at times, members of the  
8 USMNT, and that USWNT and USMNT players participate in separate training camps  
9 and separate games throughout the United States, and that the USWNT and USMNT  
10 sometimes performed services in Los Angeles County, California (among various other  
11 locations). U.S. Soccer denies the remaining allegations in this paragraph.

#### 12 **JURISDICTION AND VENUE**

13 35. Answering paragraph 35, U.S. Soccer admits that this Court has subject  
14 matter jurisdiction over Plaintiffs' EPA and Title VII claims.

15 36. Answering paragraph 36, U.S. Soccer denies that venue is proper in this  
16 District.

#### 17 **FACTUAL ALLEGATIONS**

18 37. Answering paragraph 37, U.S. Soccer admits that it employs female soccer  
19 players who play on the USWNT and that it separately employs male soccer players who  
20 play on the USMNT. U.S. Soccer denies the remaining allegations in this paragraph and  
21 further states that the USWNT and USMNT are physically and functionally separate  
22 organizations that perform services for U.S. Soccer in physically separate spaces and  
23 compete in different competitions, venues, and countries at different times; have different  
24 coaches, staff, and leadership; have separate collective bargaining agreements; and have  
25 separate budgets that take into account the different revenue that the teams generate.

26 38. Answering paragraph 38, U.S. Soccer denies the allegations in this  
27 paragraph.  
28



39. Answering paragraph 39, U.S. Soccer denies the allegations in this paragraph.

40. Answering paragraph 40, U.S. Soccer admits that the USWNT program has, since 1991, won three World Cup titles, most recently in 2015, four Olympic Gold Medals and numerous other international tournaments. U.S. Soccer further admits that the USWNT won the U.S. Olympic Committee's Team of the Year Award in 1997, 1999 and 2015, and in 1999, the entire team selected as *Sports Illustrated's* Athlete of the Year. U.S. Soccer further admits that the USWNT currently is ranked by the Fédération Internationale de Football Association ("FIFA") as the number one team in its Women's World Rankings as of the date of this filing. U.S. Soccer denies the remaining allegations in this paragraph.

41. Answering paragraph 41, U.S. Soccer admits that the 2015 FIFA Women's World Cup final match broke the record for being the most watched soccer match shown on English-language television in this country. U.S. Soccer further admits that the USWNT's 2015 Victory Tour drew tens of thousands of fans to stadiums across the United States. U.S. Soccer denies the remaining allegations in this paragraph.

42. Answering paragraph 42, U.S. Soccer denies the allegations in this paragraph.

43. The allegations in Paragraph 43 constitute a misleading and inaccurate description of relevant facts and, answering paragraph 43, U.S. Soccer denies these allegations.

44. Answering paragraph 44, U.S. Soccer denies the allegations in paragraph 44 and states that USWNT players and USMNT players receive fundamentally different pay structures for performing different work under their separate collective bargaining agreements that require different obligations and responsibilities.

45. Answering paragraph 45, U.S. Soccer admits that paragraph 45 accurately describes some of the obligations and responsibilities of the USWNT and USMNT, but

1 denies the allegations in paragraph 45 to the extent that they imply that the obligations  
2 and responsibilities of the USWNT and USMNT are similar.

3 46. Answering paragraph 46, U.S. Soccer admits that paragraph 46 accurately  
4 describes some of the obligations and responsibilities of the USWNT and USMNT, but  
5 denies the allegations in paragraph 46 to the extent that they imply that the obligations  
6 and responsibilities of the USWNT and USMNT are similar.

7 47. Answering paragraph 47, U.S. Soccer admits that paragraph 47 accurately  
8 describes some of the obligations and responsibilities of the USWNT and USMNT, but  
9 denies the allegations in paragraph 47 to the extent that they imply that the obligations  
10 and responsibilities of the USWNT and USMNT are similar.

11 48. Answering paragraph 48, U.S. Soccer denies that there exist USMNT  
12 players who are similarly situated to USWNT players for the purposes of Plaintiffs' EPA  
13 and Title VII claims. U.S. Soccer admits the remaining allegations in this paragraph and  
14 further states that the fact that USMNT and USWNT players (along with nearly all other  
15 professional, amateur, and school-aged soccer players) are subject to the same general  
16 game rules is irrelevant for the purposes of Plaintiffs' EPA and Title VII claims. U.S.  
17 Soccer affirmatively states that FIFA rules expressly state: "For FIFA men's  
18 competitions, only men are eligible to play. For FIFA women's competitions, only  
19 women are eligible to play."

20 49. Answering paragraph 49, U.S. Soccer denies the allegations in this  
21 paragraph.

22 50. Answering paragraph 50, U.S. Soccer admits the USWNT played 85  
23 matches from 2015 to 2019, including four Olympic matches and seven World Cup  
24 matches. The USMNT played 69 matches during the same time period, but are not  
25 eligible to compete in the Olympic games and did not qualify for the 2018 World Cup.  
26 U.S. denies the remaining allegations in this paragraph.

27 51. Answering paragraph 51, U.S. Soccer denies that there exist USMNT  
28 players who are similarly situated to USWNT players for the purposes of Plaintiffs' EPA

1 and Title VII claims and denies the allegations in this paragraph. U.S. Soccer further  
2 states that no pay comparison can be made between the USWNT players, who earn  
3 guaranteed salaries and benefits, and the USMNT players, who are paid strictly on a  
4 match appearance fee basis.

5 52. Answering paragraph 52, U.S. Soccer denies the allegations in this  
6 paragraph and further states that the USWNT and USMNT receive fundamentally  
7 different pay structures for performing different work under their separate collective  
8 bargaining agreements that require different obligations and responsibilities.

9 53. Answering paragraph 53, U.S. Soccer denies the allegations in this  
10 paragraph and states that USMNT players are only paid for individual match appearances  
11 when they are included on a tournament or tournament-qualifying roster but that USMNT  
12 players who are not called up to be on the roster receive no compensation at all under a  
13 “pay-for-play” structure.

14 54. Answering paragraph 54, U.S. Soccer denies the allegations in this  
15 paragraph and states that the USWNT has consistently rejected all proposals, most  
16 recently offered by U.S. Soccer during CBA negotiations in 2017, for a “pay-for-play”  
17 structure similar to the one in that the USMNT players accepted in their collective  
18 bargaining agreements.

19 55. Answering paragraph 55, U.S. Soccer denies the allegations in this  
20 paragraph.

21 56. Answering paragraph 56, U.S. Soccer denies the allegations in this  
22 paragraph and further states that no pay comparison can be made between the USWNT  
23 players, who earn guaranteed salaries and benefits, and the USMNT players, who are  
24 paid strictly under a “pay-for-play” structure.

25 57. Answering paragraph 57, U.S. Soccer admits the allegations in this  
26 paragraph and that the USWNT receives guaranteed salaries and benefits, unlike the  
27 USMNT, who are paid under a “pay-for-play” structure.  
28

1           58.     Answering paragraph 58, U.S. Soccer denies the allegations in this  
2 paragraph. U.S. Soccer further denies that that there exist USMNT players who are  
3 similarly situated to USWNT players for the purposes of Plaintiffs' EPA and Title VII  
4 claims and denies the allegations in this paragraph. U.S. Soccer further states that no pay  
5 comparison can be made between the USWNT players, who earn guaranteed salaries and  
6 benefits, and the USMNT players, who are paid strictly under a "pay-for-play" structure.

7           59.     Answering paragraph 59, U.S. Soccer denies these allegations in this  
8 paragraph.

9           60.     Answering paragraph 60, U.S. Soccer denies the allegations in this  
10 paragraph regarding how much USWNT players earn for making the 2019 FIFA  
11 Women's World Cup tournament roster, as these allegations wholesale ignore the  
12 guaranteed salaries and benefits that the USWNT players negotiated in addition to World  
13 Cup tournament roster fees. U.S. Soccer further denies that each and every USMNT  
14 player earned \$55,000 for making the 2014 FIFA Men's World Cup tournament roster, as  
15 not all USMNT players made the FIFA Men's World Cup tournament roster in 2014, and  
16 denies that all USMNT players could have earned \$68,750 if the USMNT had made the  
17 2018 FIFA Men's World Cup tournament roster because under the USMNT "pay-for-  
18 play" compensation structure, not all USMNT players would have made the 2018 FIFA  
19 Men's World Cup tournament roster. U.S. Soccer further states that the total prize money  
20 available to winner of the 2018 FIFA Men's World Cup was \$38,000,000, while the total  
21 prize money available to the winner of the 2015 FIFA Women's World Cup was  
22 \$2,000,000.

23           61.     Answering paragraph 61, U.S. Soccer denies these allegations in this  
24 paragraph. U.S. Soccer further states that the USWNT and USMNT face different  
25 quantities and qualities of international competition, and no comparison can be made  
26 between their respective performance and compensation in such vastly separate spheres.

27           62.     Answering paragraph 62, U.S. Soccer admits that it entered a collective  
28 bargaining agreement with the USWNT Players' Association ("USWNTPA") effective

1 January 1, 2017 (“2017 CBA”). U.S. Soccer denies the remaining allegations in this  
2 paragraph and states the USWNTPA consistently rejected all proposals for a “pay-for-  
3 play” structure similar to the one in that the USMNT players accepted during the 2017  
4 CBA negotiations.

5 63. Answering paragraph 63, U.S. Soccer denies the allegations in this  
6 paragraph because the current CBA provides for player compensation that increases  
7 based on increased viewership, attendance and sponsorship revenue, in each case over  
8 and above their guaranteed salary and other benefits.

9 64. Answering paragraph 64, U.S. Soccer denies the allegations in this  
10 paragraph and denies that that there exist USMNT players who are similarly situated to  
11 USWNT players for the purposes of Plaintiffs’ EPA and Title VII claims. U.S. Soccer  
12 further states that no pay comparison can be made between the USWNT players, who  
13 earn guaranteed salaries and benefits, and the USMNT players, who are paid strictly  
14 under a “pay-for-play” structure.

15 65. Answering paragraph 65, U.S. Soccer denies the allegations in this  
16 paragraph. U.S. Soccer further states that no pay comparison can be made between the  
17 USWNT players, who earn guaranteed salaries and benefits, and the USMNT players,  
18 who are paid strictly under a “pay-for-play” structure.

19 66. Answering paragraph 66, U.S. Soccer denies the allegations in this  
20 paragraph.

21 67. Answering paragraph 67, U.S. Soccer denies the allegations in this  
22 paragraph.

23 68. Answering paragraph 68, U.S. Soccer denies the allegations in this  
24 paragraph.

25 69. Answering paragraph 69, U.S. Soccer denies the allegations in this  
26 paragraph and denies that that there exist USMNT players who are similarly situated to  
27 USWNT players for the purposes of Plaintiffs’ EPA and Title VII claims.  
28

1           70.     Answering paragraph 70, U.S. Soccer admits that the USMNT and USWNT  
2 play soccer in physically separate locations, some of which have different field surfaces.  
3 U.S. Soccer denies the remaining allegations in this paragraph.

4           71.     Answering paragraph 71, U.S. Soccer admits that the USMNT and USWNT  
5 play soccer in physically separate locations, some of which have different field surfaces.  
6 U.S. Soccer denies the remaining allegations in this paragraph.

7           72.     Answering paragraph 72, U.S. Soccer denies the allegations in this  
8 paragraph and states that there are many factors that determine whether the USWNT and  
9 USMNT take commercial flights or flights chartered by U.S. Soccer that are beyond U.S.  
10 Soccer's control and further states that in many instances flights are controlled by FIFA  
11 or other entities.

12          73.     Answering paragraph 73, U.S. Soccer denies the allegations in this  
13 paragraph.

14          74.     Answering paragraph 74, U.S. Soccer denies the allegations in this  
15 paragraph.

16          75.     Answering paragraph 75, U.S. Soccer denies the allegations in this  
17 paragraph and states that it has invested in marketing and promoting the USWNT in  
18 pursuit of its shared goal of advancing the USWNT in the marketplace and promoting  
19 soccer.

20          76.     Answering paragraph 76, U.S. Soccer denies the allegations in this  
21 paragraph.

22          77.     Answering paragraph 77, U.S. Soccer admits that the WNT generates less  
23 revenue from game ticket sales. U.S. Soccer denies the remaining allegations in this  
24 paragraph.

25          78.     Answering paragraph 78, U.S. Soccer denies the allegations in this  
26 paragraph.  
27  
28

**COLLECTIVE ACTION ALLEGATIONS**

**The Fair Labor Standards Act of 1938, as amended by the Equal Pay Act, 29  
U.S.C. §§ 206 et seq.**

79. Answering Paragraph 79, U.S. Soccer incorporates its answers contained in the previous paragraphs of this Answer as if fully set forth herein.

80. U.S. Soccer denies the allegations in Paragraph 80 of the Complaint.

81. Answering Paragraph 81, U.S. Soccer admits that Plaintiffs purport to bring collective claims, but denies that collective action treatment is appropriate, denies that it violated the Equal Pay Act, and denies any remaining allegations in this paragraph.

82. Answering Paragraph 82, U.S. Soccer admits that Plaintiffs seek to be appointed as representatives of the collective, but denies that collective action treatment is appropriate, and denies any remaining allegations in this paragraph.

83. Answering Paragraph 83, U.S. Soccer denies the allegations in this paragraph.

84. Answering Paragraph 84, U.S. Soccer denies the allegations in this paragraph.

85. Answering Paragraph 85, U.S. Soccer denies the allegations in this paragraph.

86. Answering Paragraph 86, U.S. Soccer denies the allegations in this paragraph.

**CLASS ACTION ALLEGATIONS**

**Violation of Title VII of the Civil Rights Act of 1964, as amended,  
42 U.S.C. §§ 2000e, et seq.**

87. Answering paragraph 87, U.S. Soccer admits the allegations in this paragraph.

88. Answering paragraph 88, U.S. Soccer admits the allegations in this paragraph.



89. Answering paragraph 89, U.S. Soccer admits the allegations in this paragraph.

90. Answering Paragraph 90 of the Complaint, U.S. Soccer admits that Plaintiffs purport to bring this action as a class action under Fed. R. Civ. P. 23(a), 23(b)(2), and 23(b)(3), but denies that class action treatment is appropriate and denies any remaining allegations in this paragraph.

91. Answering Paragraph 91 of the Complaint, U.S. Soccer admits that Plaintiffs purport to bring claims under Title VII as a class action, but denies that class action treatment is appropriate and denies any remaining allegations in this paragraph.

92. U.S. Soccer denies the allegations in Paragraph 92 of the Complaint.

93. U.S. Soccer denies the allegations in Paragraph 93 of the Complaint.

94. U.S. Soccer denies the allegations in Paragraph 94 of the Complaint.

95. U.S. Soccer denies the allegations in Paragraph 95 of the Complaint.

96. U.S. Soccer denies the allegations in Paragraph 96 of the Complaint.

97. U.S. Soccer denies the allegations in Paragraph 97 of the Complaint.

98. U.S. Soccer denies the allegations in Paragraph 98 of the Complaint.

99. U.S. Soccer denies the allegations in Paragraph 99 of the Complaint.

100. U.S. Soccer denies the allegations in Paragraph 100 of the Complaint.

101. U.S. Soccer denies the allegations in Paragraph 101 of the Complaint.

## **CAUSES OF ACTION**

### **COUNT I**

#### **Equal Pay Act**

**(The Fair Labor Standards Act of 1938, as amended by the Equal Pay Act,  
29 U.S.C. §§ 206 et seq.)**

102. Answering paragraph 102, U.S. Soccer incorporates its answers contained in the previous paragraphs of this Answer as if fully set forth herein.

103. U.S. Soccer denies the allegations in Paragraph 103 of the Complaint.

104. U.S. Soccer denies the allegations in Paragraph 104 of the Complaint.

105. U.S. Soccer denies the allegations in Paragraph 105 of the Complaint.

106. U.S. Soccer denies the allegations in Paragraph 106 of the Complaint.

107. U.S. Soccer denies the allegations in Paragraph 107 of the Complaint.

108. U.S. Soccer denies the allegations in Paragraph 108 of the Complaint.

109. Paragraph 109 of the Complaint contains Plaintiffs' Prayer for Relief, to which no response is required. To the extent a response is deemed required, U.S. Soccer denies each and every allegation in Paragraph 109 and the Prayer for Relief and denies that Plaintiffs are entitled to any relief.

## **COUNT II**

### **Title VII of the Civil Rights Act of 1964, as amended**

#### **(42 U.S.C. §§ 2000e, et seq.)**

110. Answering paragraph 110, U.S. Soccer incorporates its answers contained in the previous paragraphs of this Answer as if fully set forth herein.

111. Answering paragraph 111, U.S. Soccer admits that Plaintiffs purport to bring this claim as a class action, but denies that class action treatment is appropriate and denies any remaining allegations in this paragraph.

112. U.S. Soccer denies the allegations in Paragraph 112 of the Complaint.

113. U.S. Soccer denies the allegations in Paragraph 113 of the Complaint.

114. U.S. Soccer denies the allegations in Paragraph 114 of the Complaint.

115. U.S. Soccer denies the allegations in Paragraph 115 of the Complaint.

116. Paragraph 116 of the Complaint contains Plaintiffs' Prayer for Relief, to which no response is required. To the extent a response is deemed required, U.S. Soccer denies each and every allegation in Paragraph 116 and the Prayer for Relief and denies that Plaintiffs are entitled to any relief.

## **AFFIRMATIVE AND OTHER DEFENSES**

Without assuming the burden of proof for such defenses that it would not otherwise have, U.S. Soccer asserts the following affirmative and other defenses:

1 **First Affirmative Defense**

2 U.S. Soccer's challenged pay practices are not based on sex, and any alleged pay  
3 differential between Plaintiffs and allegedly comparable USMNT players is based on  
4 differences in the aggregate revenue generated by the different teams and/or any other  
5 factor other than sex.

6 **Second Affirmative Defense**

7 To the extent Plaintiffs seek punitive damages, they are barred because the alleged  
8 acts or omissions of U.S. Soccer fail to rise to the level required to sustain an award of  
9 punitive damages, do not evidence a malicious, reckless or fraudulent intent to deny  
10 Plaintiffs their protected rights, and are not so wanton or willful as to support an award of  
11 punitive damages.

12 **Third Affirmative Defense**

13 Plaintiffs are not entitled to liquidated damages because U.S. Soccer made good  
14 faith efforts to comply with all applicable laws and regulations.

15 **Fourth Affirmative Defense**

16 Plaintiffs' claims are barred to the extent that they fall outside of the applicable  
17 statute of limitations.

18 **Fifth Affirmative Defense**

19 Plaintiffs' claims arising under Title VII are barred to the extent that Plaintiffs  
20 failed to exhaust their administrative remedies.

21 **Sixth Affirmative Defense**

22 Plaintiffs are barred from pursuing their claims in the Central District of California  
23 because venue is improper, and the Complaint should be dismissed under Federal Rule of  
24 Civil Procedure 12(b)(3), or, alternatively, transferred to the proper venue.

25 **Seventh Affirmative Defense**

26 Plaintiffs' claims are barred, in whole or in part, to the extent that they conflict  
27 with the authority granted to U.S. Soccer by the Ted Stevens Olympic and Amateur  
28

1 Sports Act and/or are within the exclusive jurisdiction of the United States Olympic  
2 Committee.

3 **Eighth Affirmative Defense**

4 Plaintiffs' claims are barred, in whole or in part, because every decision U.S.  
5 Soccer made with respect to the conduct alleged in the Complaint was for legitimate  
6 business reasons and not for any discriminatory or other unlawful purpose.

7  
8 DATED: May 6, 2019

SEYFARTH SHAW LLP

9  
10 By: /s/ Ellen E. McLaughlin

11 Ellen E. McLaughlin

Cheryl A. Luce

Kristen M. Peters

Attorneys for Defendant

12 UNITED STATES SOCCER  
13 FEDERATION  
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